

**AGREEMENT FOR ACCESS RIGHTS
TO CONSTRUCT MONITORING WELLS
AND TO CONDUCT HYDROLOGIC, WETLAND, AND WILDLIFE MONITORING**

This Agreement is made and entered into between ELLEN LOUISE PFISTER, a married woman, whose address is P. O. Box 330, Shepherd, Montana 59079, (hereinafter called "Grantor") and BMP INVESTMENTS, INC., a Delaware corporation, whose address is 275 Madison Avenue, Suite 1505, New York, New York 10016, (hereinafter called "Grantee").

RECITALS

WHEREAS, the Grantee has received the transfer of and as of May 9th, 2003 a 5-year extension of State of Montana coal Permit #93017 and as part of the transfer process must re-implement the water monitoring obligations imposed under said permit, including re-drilling monitoring wells, constructing improvements for surface water and wetland monitoring and wildlife monitoring as determined by the State of Montana under said permit;

WHEREAS, Grantor owns the following real property in lands known as Pfister Ranch in Yellowstone County, Montana, including:

Township 6 North, Range 27 East (Yellowstone County)
Sections: 26, 27, 28, 33, 34, and the South of Half 35.

WHEREAS, Grantee desires access to those sites depicted upon Exhibits "A" and Exhibit "B" to drill water monitoring wells and to construct surface water monitoring improvements in locations designated by the State of Montana to geological locations designated over, in, and below the Mammoth-Rehder coal seam, as well as to access those sites depicted upon Exhibits "A" and "B" on Pfister Ranch for the purpose of taking samples and monitoring the quantity and quality of water for both wells and surface water and conducting wildlife monitoring at the sites:

1. Water well monitoring shall be conducted at the sites specified upon Exhibit "A."
2. Surface water monitoring, including wetland surveys, monitoring shall be conducted at the sites specified upon Exhibit "B."
3. Wildlife monitoring will be conducted as described in Permit #93017, Section 26.4.312, 10-14, Rev. 6/92, or as amended.
4. In the event the Department of Environmental Quality requires that new sites be monitored or that the location of sites be moved, Grantee shall be permitted to do so upon giving Grantor amended Exhibits, subject to the Compensation paragraph below.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained in this Agreement, the receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

DEFINITIONS:

- 0.1 "Agreement" shall mean this Agreement, including all amendments, modifications, schedules, and exhibits hereto, which are incorporated herein by reference.
- 0.2 "Effective Date" shall mean the latest date of signing by the parties to this Agreement.
- 0.3 "Water" shall mean water resource only, either in wells, springs or ponds.
- 0.4 "Water Monitoring Wells" shall mean wells drilled and cased to a specific area above the Mammoth-Rehder coal seam, into the said coal seam, or below said coal seam, and monitored according to the requirements of the Montana Department of Environmental Quality.
- 0.5 "Wildlife Monitoring" shall mean only that monitoring required and to the extent and locations required by the Montana Department of Environmental Quality under Section 17.24.312 ARM.
- 0.6 "Surface water monitoring" includes sampling surface waters for water quality, quantity, and for water borne animals, plants, and hydrotropic vegetation.

DATA GATHERING ACTIVITIES

- 1.1 Grantor hereby grants to the Grantee for a period of twelve months from the date of execution of this Agreement the right to enter upon Pfister Ranch to construct water monitoring wells and improvements necessary to conduct surface water and wildlife monitoring. No new road construction may be done by the Grantee to implement this section, without the express approval of the Grantor of the route and construction of the road. Any cost of new road construction is solely the responsibility of the Grantee, and will not constitute an encumbrance on Grantor's property. Any roads constructed for this purpose will be closed and reseeded at the close of Grantee's use, unless Grantor indicates in writing that said roads shall not be closed and reseeded. In the event the Department of Environmental Quality requires that monitoring sites be moved or additional site utilized, additional road construction and improvement construction shall be permitted in a reasonably prompt manner. Upon completion of the construction of water monitoring wells, and other monitoring improvements, disturbed sites shall be reclaimed and restored to a condition similar to its state prior to disturbance, including reseeding with native vegetation. Reclamation shall be considered complete upon approval of Grantor and the Montana Land Reliance, which approval cannot be unreasonably withheld.
- 1.2 Grantor hereby grants to the Grantee the right to enter upon Pfister ranch for access to the completed monitoring well sites and locations required to conduct wildlife and surface water monitoring, and to monitor said wells and surface water monitoring locations for quantity and quality to and through the date of expiration of expiration of the current term of Permit # 93017. Vehicular access will be on established ranch roads as specified on Exhibits "A" and "B."
- 1.3 At such times as the access route granted by this Agreement in Exhibits "A" and "B" is not accessible due to weather, Grantor further extends to Grantee the privilege of access from CA Road up the middle fork of Pompeys Pillar Creek on other lands of Pfister Ranch to reach those sites set out on

Exhibits "A" and "B" for the purpose of monitoring springs, wells, ponds, and wildlife during the term of this Agreement. The permitted access routes for vehicles are marked on Exhibits "A" and "B." It is understood that access on foot shall be allowed off route as necessary for plant and animal monitoring, and in addition vehicles may access well sites and other sites where required to construct wells, improvements and conduct monitoring activities by the most direct route which will cause the least harm to the Pfister Ranch. Any special conditions for road use specified upon Exhibits "A" and "B" shall be honored by Grantee. All personnel who access Pfister Ranch (Grantee's employees, subcontractors and agents), will give advance notice to Grantor at 1-406-947-5931 twelve or more hours before entrance to the property, except in case of fire.

- 1.4 All vehicles driven by Grantee's subcontractors or employees shall be on established roads, except where construction or monitoring activity necessitates. Vehicles driven off road must stay on the routes designated on Exhibits "A" and "B", unless a change be necessitated by weather. Off-road access shall be permitted when on foot for plant and wildlife monitoring.
- 1.5 In conformance with the best procedures recommended by Musselshell County, Grantee shall make every effort to control the spread of noxious weeds and curtail the spread of the toxic weed henbane, *Hyoscyamus niger* L., in originating within lands owned by Bull Mountain Land Company, LLC, by spraying and/or removing noxious weeds, including the toxic henbane, from its road ways and a reasonable distance therefrom and Grantee shall regularly clean and wash its company vehicles being used to access the Pfister Ranch.
- 1.6 No heavy equipment shall be moved while ranch roads are wet or muddy. Any vehicles used by Grantee with catalytic converters shall be parked in areas devoid of vegetation to minimize fire risk.
- 1.7 In the event that Grantee is on Grantor's land at a time when Yellowstone County declares fire restrictions on off-road operations, Grantor and its subcontractors will abide by such regulations.
- 1.8 Grantee, its subcontractors, agents, and employees will carry no firearms personally or in vehicles onto the lands of the Grantor.
- 1.9 This Agreement does not grant Grantee any rights to waters on the lands of Grantor.
- 2.0 Grantee, its subcontractors, agents, and employees may smoke only inside a vehicle, and keep all cigarette butts and matches inside vehicles while on Grantor's land.
- 2.1 Grantee, its subcontractors, agents, and employees shall remove no rocks, fossils, or archaeological artifacts from the lands of Grantor.
- 2.2 Grantee shall furnish to Grantor a complete list of all springs and wells the State of Montana requires the Grantee to monitor on Grantor's land.
- 2.3 Grantee shall acquaint all subcontractors with all pertinent provisions of this Agreement.

TERM

The term of this Agreement shall begin on the date of execution by both parties hereto, the latest date of signing marking the beginning of the term with an automatic expiration date to and through the date of

expiration of the current term of Permit # 93017. No force majeure clause contained herein shall extend said expiration date. Time is of essence of this agreement.

REPRESENTATIONS AND WARRANTIES

All parties represent and warrant as follows:

3.1 That Grantee has the capacity to enter into and perform this Agreement and all transactions contemplated by this Agreement, and that this Agreement has been duly executed and delivered by them and is valid and binding upon them in accordance with its terms;

3.2 That Grantee will not breach any other agreement or arrangement by entering into or performing this Agreement, and that this Agreement has been duly executed and delivered by them and is valid and binding upon them in accordance with its terms;

3.3 That Grantor has the capacity to enter into and perform this Agreement and all transactions contemplated by this Agreement, subject to submission and approval by the Montana Land Reliance and to the time frames in that Conservation Easement, dated September 3, 1997, on file and of record in the Office of the Clerk and Recorder of Yellowstone County as Document No. 1888977.

3.4 That Grantor will not breach any other agreement or arrangement by entering into or performing this Agreement, and that subject to paragraph 3.3 above, this Agreement has been duly executed and delivered by them and is valid and binding upon them in accordance with its terms.

3.5 That Grantee has not engaged or employed any broker or finder in connection with the negotiation, execution or delivery of this Agreement;

3.6 That Grantee has not made any assignment for the benefit of creditors; filed any petition in bankruptcy; been adjudicated insolvent or bankrupt; petitioned or applied to any tribunal or any receiver, conservator, or trustee of them under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law, or statute of any jurisdiction; and no such action or proceeding has been commenced against them by any creditor, claimant, governmental agency, or other person.

Grantor represents and warrants that with respect to the lands above described that she holds good and merchantable title thereto, subject to any reservations of record and on file in the Clerk and Recorder's Office of Yellowstone County, State of Montana, with particular reference to that Conservation Easement executed in favor of Montana Land Reliance and to which this Agreement must be submitted for approval before Grantor's execution of same.

Grantee represents and warrants that it is the true successor in interest and title to the Northwest Improvement Company, Meridian Minerals Company, and Glacier Park Company, and that it has the operating permit for State of Montana Coal Permit #93017.

ACCESS AND INFORMATION

4.1 Nothing in this Agreement shall be construed to restrict or limit the Grantor's, her agents', or employees' right of access to any of the lands owned by her, or to restrict hers and her agents',

employees', or permittees' right to inspect or to be present at any or all of Grantee's or its subcontractor's operations on Pfister Ranch at any time.

4.2 Grantee shall furnish to the Grantor copies of monitor well logs and all tests made of all waters taken from the Pfister Ranch premises, including those tests for quantity, quality, and any other data pertaining to water.

CONTRACTORS AND ENCUMBRANCES

5.1 Grantee may carry out any of its authorized activities under this Agreement through its affiliates, subordinates, contractors, subcontractors, or agents.

5.2 Grantee agrees that it shall be solely responsible for all labor performed upon or materials placed upon the lands described herein at Grantee's request and shall keep the Grantor's lands free and clear of any and all mechanic's, mining, labor, or construction liens arising therefrom.

RELATIONSHIP OF PARTIES

The relationship of the parties which has been created by this Agreement is contractual only. It is not the intention or purpose of this Agreement to create, and this Agreement shall never be construed as creating, a partnership, mining partnership, commercial partnership, or any other partnership, relation, or association. Nothing contained in this Agreement shall be deemed to constitute either party the partner of the other; or to constitute either party the employee, agent, or legal representative of the other; or to create a fiduciary relationship between the parties. Except as otherwise expressly provided in this Agreement, neither party shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party.

INDEMNITY AND ASSUMPTION OF RISK

6.1 Grantee shall save, indemnify, protect, and hold Grantor harmless against any and all claims, demands, or judgments for injury, losses, or damages for death, bodily injury, or damage to any property arising out of Grantee's operations, in, under, or upon the lands subject to this Agreement.

6.2 Grantor assumes no liability for and makes no representations or warranties as to the safety or fitness of any of these lands and sites, roads, or ways for Grantee's activities or to the safety and docility of any livestock at large upon these lands. Grantee assumes all risks connected with conducting its activities in the midst of an active livestock ranching operation.

COMPENSATION

Upon execution of this Agreement, Grantee agrees to pay to Grantor a sum of \$250.00 per monitoring well hole as construction damages, and an annual amount of \$1.00 per rod of road used to access all environmental monitoring sites, and to provide to Grantor copies of all finalized amendments and map changes to Montana Coal permit #93017 as such changes and amendments are made during the term of this agreement and to provide such annual reports as the Grantee is required to file with the Montana Department of Environmental Quality regarding wildlife and water resources. It is agreed that the rods to be used is 1,606 and therefore, the road damage charge is \$1,606.00 per year. The road damages charge is to be paid annually on the date of execution of this agreement. Grantor does hereby acknowledge the receipt of this consideration along with other good and valuable considerations contained elsewhere in this Agreement and does hereby grant the Grantee the privileges contained in this Agreement. The damages charge may change in the event

of a significant increase in distance of road usage or new monitoring well sites required by the state in those areas covered in Exhibits "A" and "B".

GENERAL PROVISIONS

10.1 Effect. All provisions of this Agreement shall be of benefit to run with the property and shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.2 Waiver. Failure of either party at any time to require performance of any provisions of this Agreement shall not limit the party's right to enforce such provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or any other provision.

10.3 Force Majeure. The obligations of a party shall be suspended to the extent and for the period that performance is prevented by acts of war or conditions arising out of or attributable to war, riot, civil strife, insurrection or rebellion; fire, earthquake, storm, flood or other acts of God. The affected party shall give written notice the other party within ten (10) days of the suspension, the reasons therefore and the expected duration thereof. The affected party shall resume performance as soon as reasonably possible.

10.4 Notices. All Notices and other communication to either party shall be in writing and delivered personally or sent by prepaid mail with the exception of the notice required in Paragraph 2.2 above. All notices of default or demands for performance or assurance, if mailed to either party, shall be sent by certified or registered mail, return receipt requested. Notices sent by certified or registered mail shall be effective on three business days after the date of receipt by the party. Until a change of address is so given, notices shall be addressed, respectively, to Grantor and Grantee:

Grantor: Ellen Louise Pfister
P. O. Box 330
Shepherd, Montana 59079

Grantee: BMP Investments, Inc.
275 Madison Avenue, Suite 1505,
New York, New York 10016
Attn: George Parthemos, Pres.

10.5 Attorney's fees. In the event any suit, legal action or arbitration proceeding is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable for attorney's fees and discovery costs and charges at trial and on appeal of such suit, action, or proceeding, in addition to all the other sums provided by law; however, in no case shall the Grantor be liable for more than the value of the consideration of this Agreement for all costs that may be adjudged against her.

10.6 Headings. The section headings and other headings in this Agreement are inserted only for convenience and shall not control or affect the meaning of this Agreement.

10.7 Entire Agreement. This Agreement, with the incorporation of its attached exhibits, contains the entire agreement of the parties. There are no other conditions, agreements, representations, warranties, or understandings, express or implied. In the event any provision of this Agreement is

found to be null and void or otherwise ineffective, the remaining provisions or portions thereof shall remain in full force and effect.

10.8 Applicable law. This Agreement shall be governed by the laws of the State of Montana.

10.9 This Agreement is accompanied by a Memorandum of Agreement, which may be recorded by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which becomes binding upon the date of the last party signing the agreement.

BY: GRANTOR
ELLEN LOUISE PFISTER

Ellen Louise Pfister
Ellen Louise Pfister

DATE: JUNE 30, 2003

STATE OF MONTANA)
ss.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on the 30th day of June, 2003, by Ellen Louise Pfister.

(SEAL)

STATE OF MONTANA)
ss.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on the 20th day of June, 2003, by Jerry Parmenter, the Authorized Representative of BMP Investments, Inc.

(SEAL)

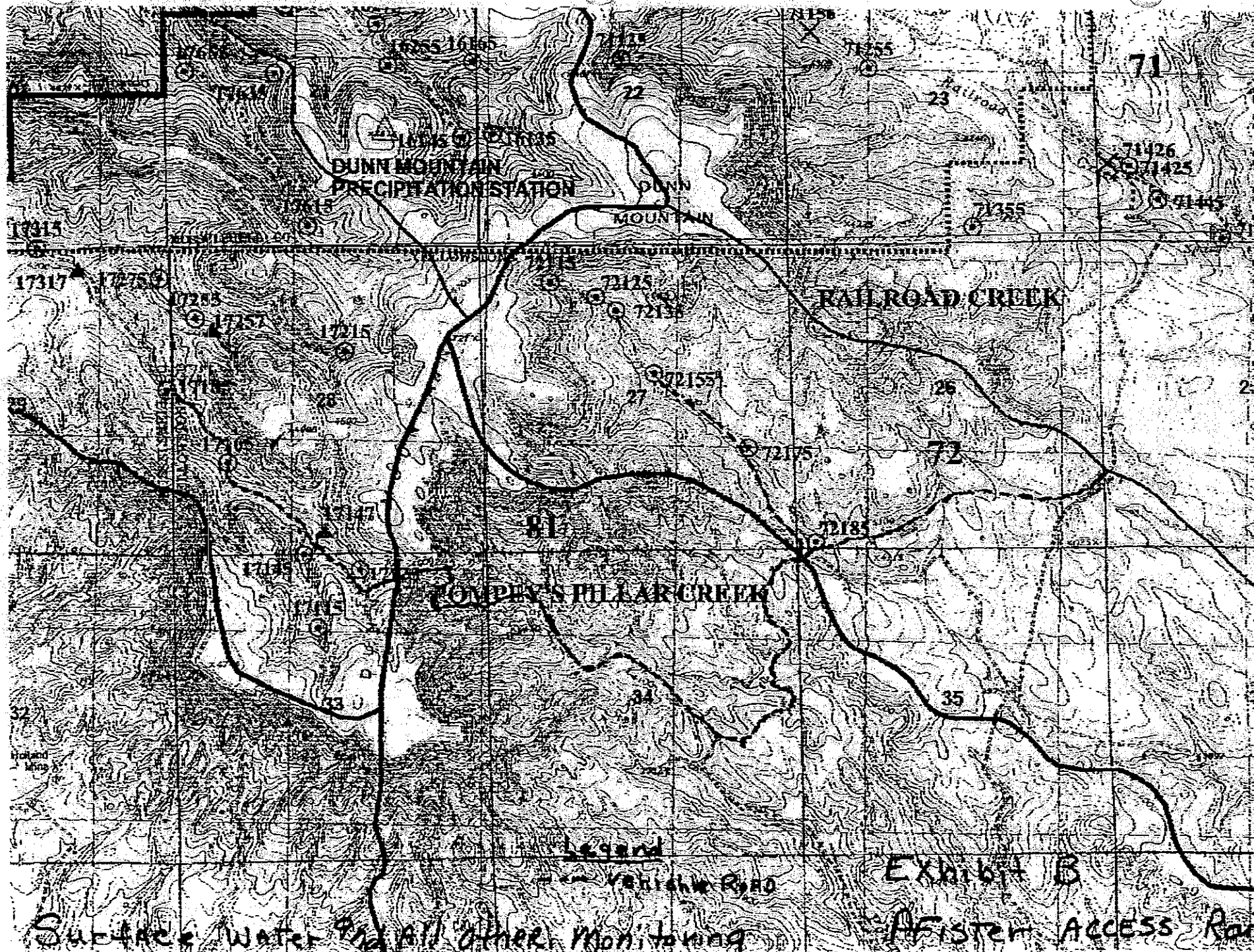
BY: GRANTEE
BMP INVESTMENTS, INC.

Jerry Parmenter
Jerry Parmenter, Authorized Representative

DATE: JUNE 20, 2003

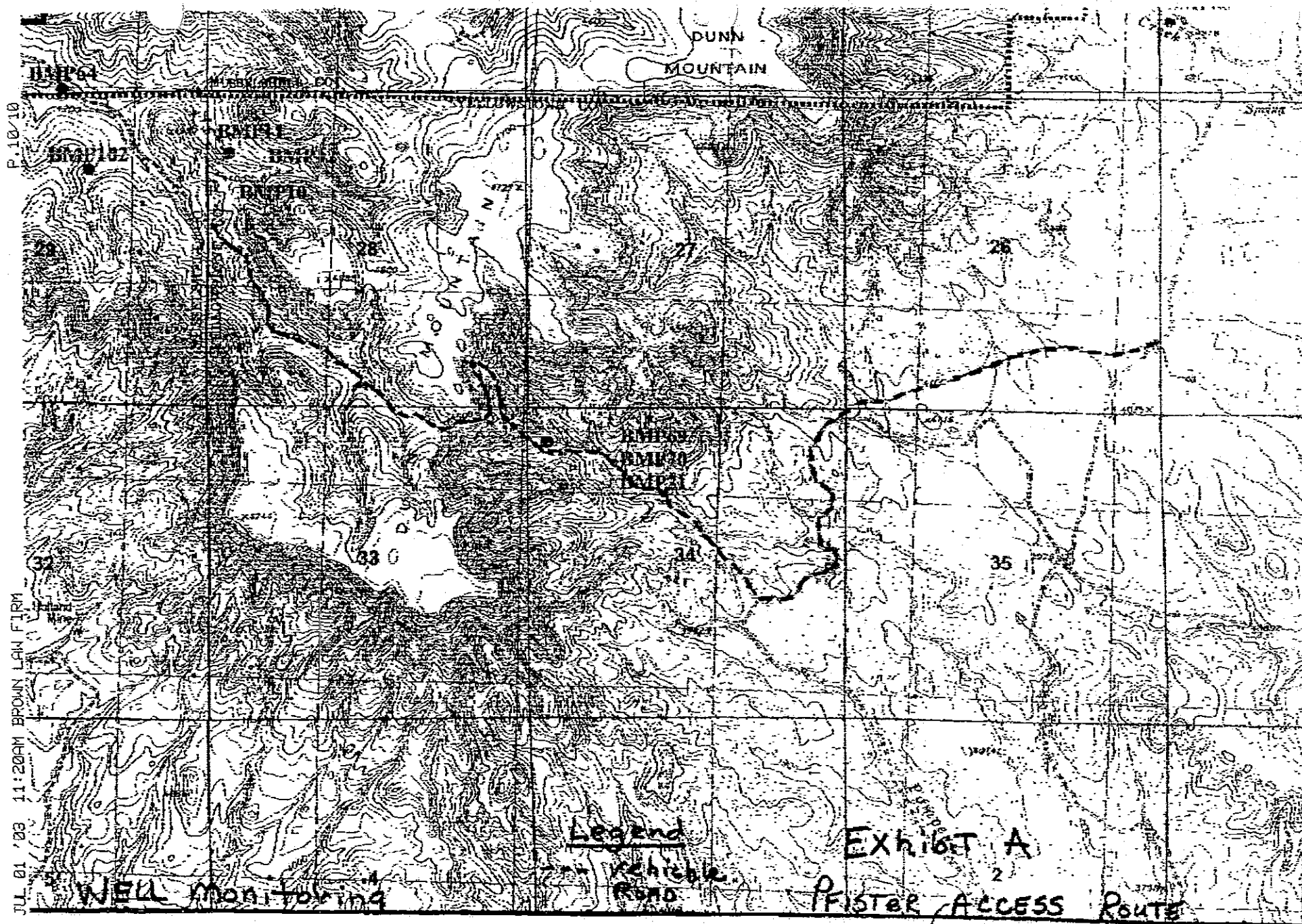
Sign: [Signature]
Print name: Wes Breda
Notary Public for the State of Montana
Residing at: Billings, MT
My commission expires 12/1/2006

Sign: [Signature]
Print name: Wes Breda
Notary Public for the State of Montana
Residing at: Billings, MT
My commission expires 12/1/2006



11:20AM BROWN LAW FIRM

11:20AM BROWN LAW FIRM



AMENDMENT TO AGREEMENT FOR ACCESS RIGHTS TO CONDUCT
HYDROLOGIC, WETLAND AND WILDLIFE MONITORING ON PFISTER RANCH
FOR COAL MINE PERMIT #93017

This amendment to that agreement for access rights to Pfister Ranch effective June 30, 2003 is made and executed by and between ELLEN LOUISE PFISTER, Grantor, a married woman whose address is P. O. Box 330 Shepherd, Montana 59079, and BMP INVESTMENTS, INC., a Delaware corporation, Grantee, whose address is 490 North 31st Street, Suite 308, Billings, Montana 59101, and is pursuant to Paragraph 4 of the RECITALS of that Agreement for Access Rights to Construct Monitoring Wells and to Conduct Hydrologic, Wetland and Wildlife Monitoring dated June 30, 2003.

In order to facilitate the execution of the original agreement and this amendment, the parties hereto agree to prorate the payment of the original agreement to make the payments for both the agreement and the amendment due at the time of execution of this amendment to the original agreement. The amount of compensation under this amendment remains at \$250.00 per well site one time fee and \$1.00 a rod for road access paid annually. The amount due upon execution of this amendment will be Five Thousand Six Dollars and No Cents (\$5,006.00), and Four Thousand Six Dollars and no Cents (\$4,006.00) paid annually on the anniversary date of this amendment.

The locations for the additional monitoring well sites are in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 9, Township 5 North, Range 27 East and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 34, Township 6 North, Range 27 East, Yellowstone County, Montana, a map of which locations will be attached hereto as Exhibit "A".

The access to the monitoring wells in the original agreement and this amendment also gives access across Pfister Ranch lands to the monitoring well site in the NW $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Section 32, Township 6 North, Range 27 East. The access route agreed to by the parties across the North K. Henry Pasture and the Mountain Pasture of Pfister Ranch will be attached hereto as Exhibit "B".

This Agreement and Amendment do not deal with damages which occur to Pfister Ranch from the proposed longwall mining permit expansion currently under discussion by BMP Investments, Inc and the Department of Environmental Quality of the State of Montana; however, in the event that the State of Montana permits the grantee to operate under the proposed expansion, the Grantee agrees to replace or repair any monitoring wells under this access agreement and amendment that be rendered inoperable for monitoring purposes as a result of Grantees mining operations under State Permit #93017 and to continue monitoring after mining for a period of at least 10 years. Grantee agrees to provide Grantor with the results of monitoring those wells, whether or not monitoring is required by the State of Montana.

BMP Investments
ck # 4843
435-002-1646
\$ 5006.00
5-18-06

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which becomes binding upon the date of the last party signing this Amendment.

BY: GRANTOR
ELLEN LOUISE PFISTER

BY: GRANTEE
BMP INVESTMENTS, INC.

Ellen Louise Pfister

Date: May 18, 2006

John M. Demichie
Authorized Representative
Date: May 18, 2006

STATE OF MONTANA)
SS.
COUNTY OF YELLOWSTONE)

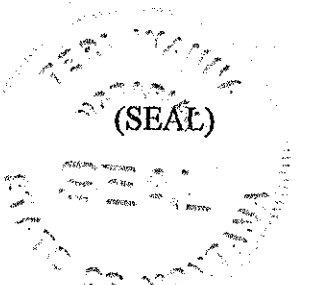
This instrument was acknowledged before me on the 18th day of May, 2006,
by Ellen Louise Pfister.



Sign: Teri Inanna
Print name: TERI INANNA
Notary Public for the State of Montana
Residing at: Billings MT
My Commission expires June 9, 2008

STATE OF MONTANA)
SS.

This instrument was acknowledged before me on the 18th day of May,
2006 by John M. Demichie, the Authorized Representative of BMP
Investments, Inc.



Sign: Teri Inanna
Print name: TERI INANNA
Notary Public for the State of Montana
Residing at: Billings MT
My Commission expires June 9, 2008

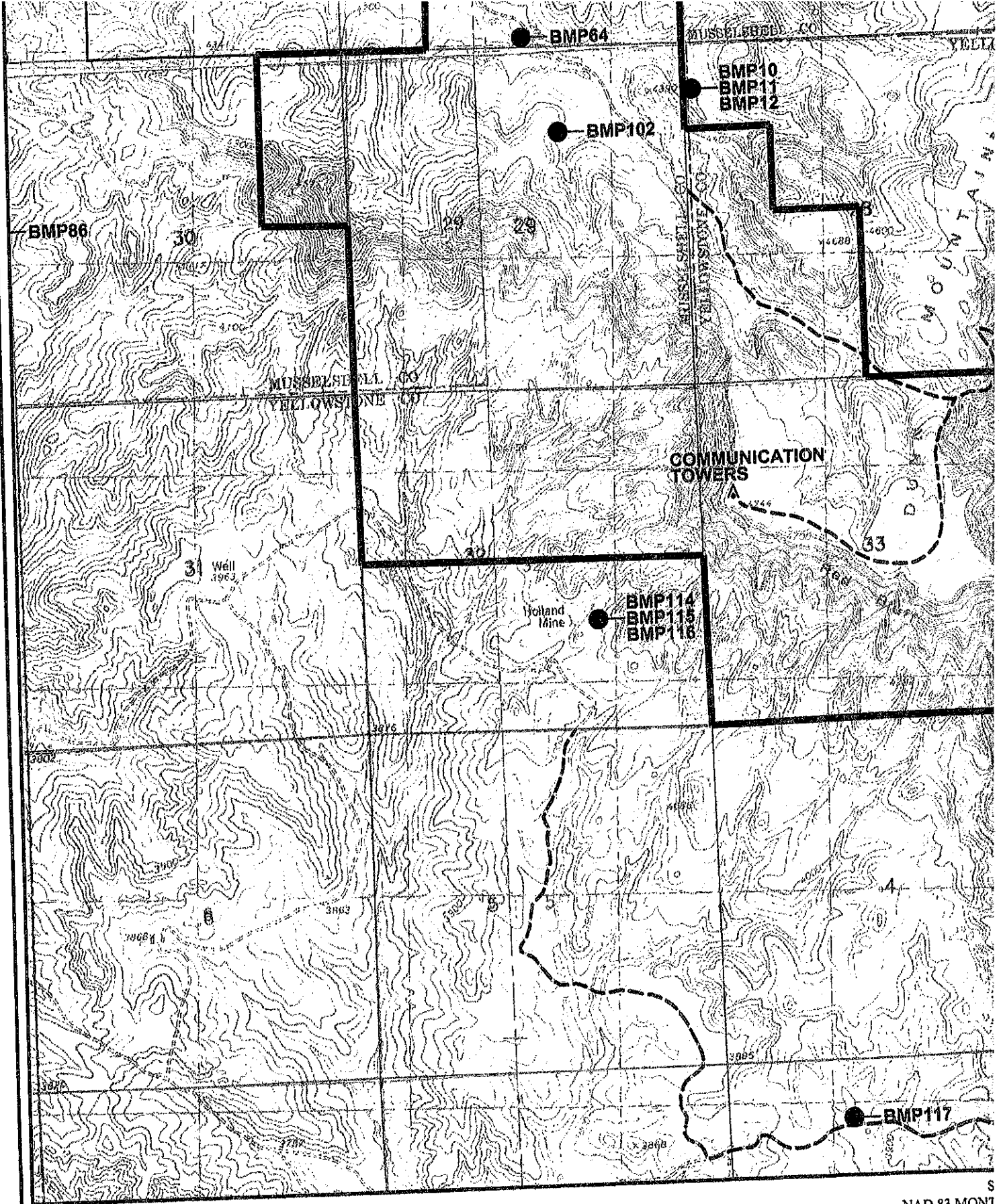
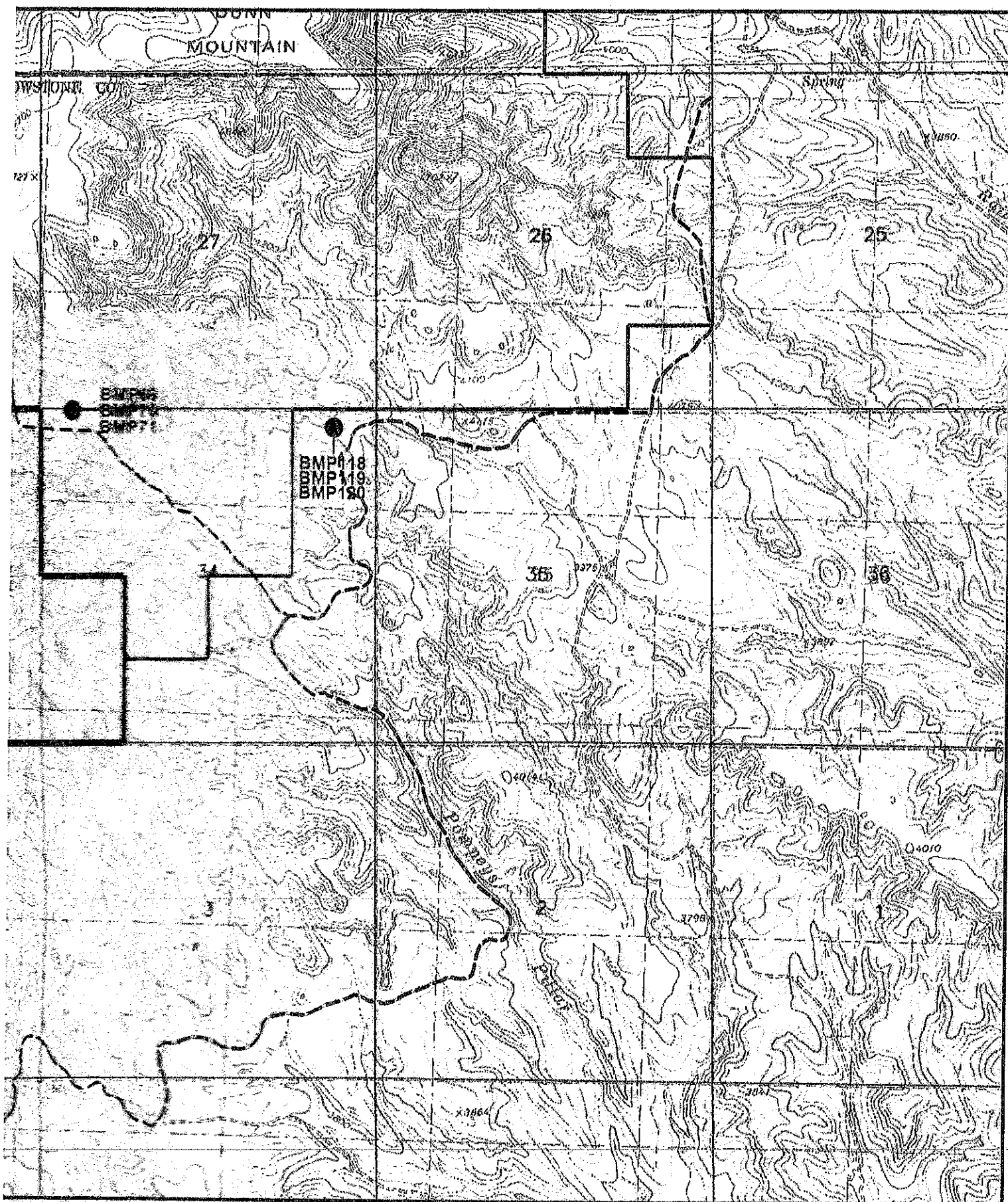


Exhibit A

- PERMIT BOUNDARY
- - - ACCESS ROAD
- WELLS

NAD 83 MONT
CONTOU
SOURCE: TOPOGRAPHIC
SIGNAL MOUNTAIN,
D1



1" = 1000 FEET
HORIZONTAL SCALE, US FOOT

N
A

BULL MOUNTAINS
MINE NO. 1

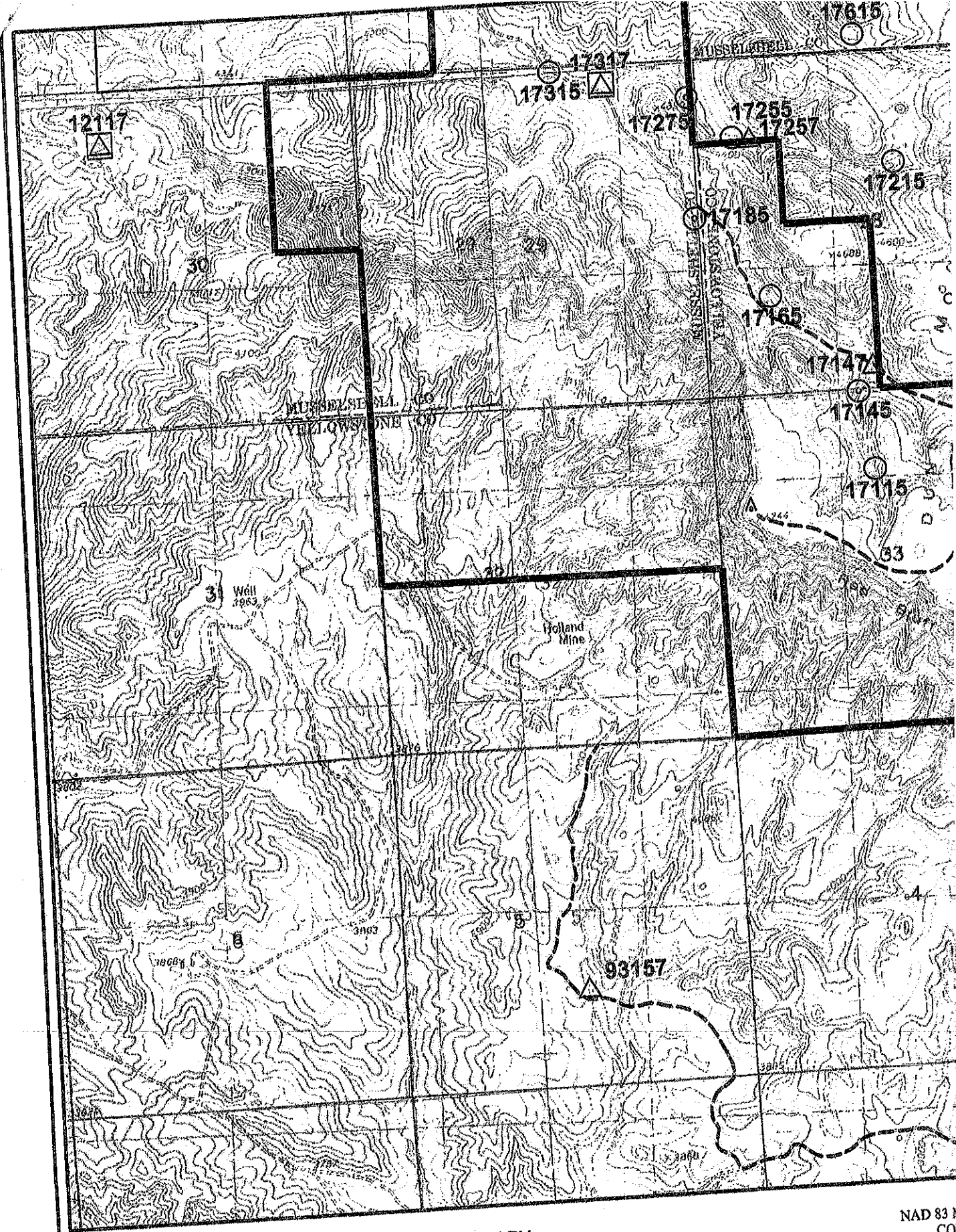
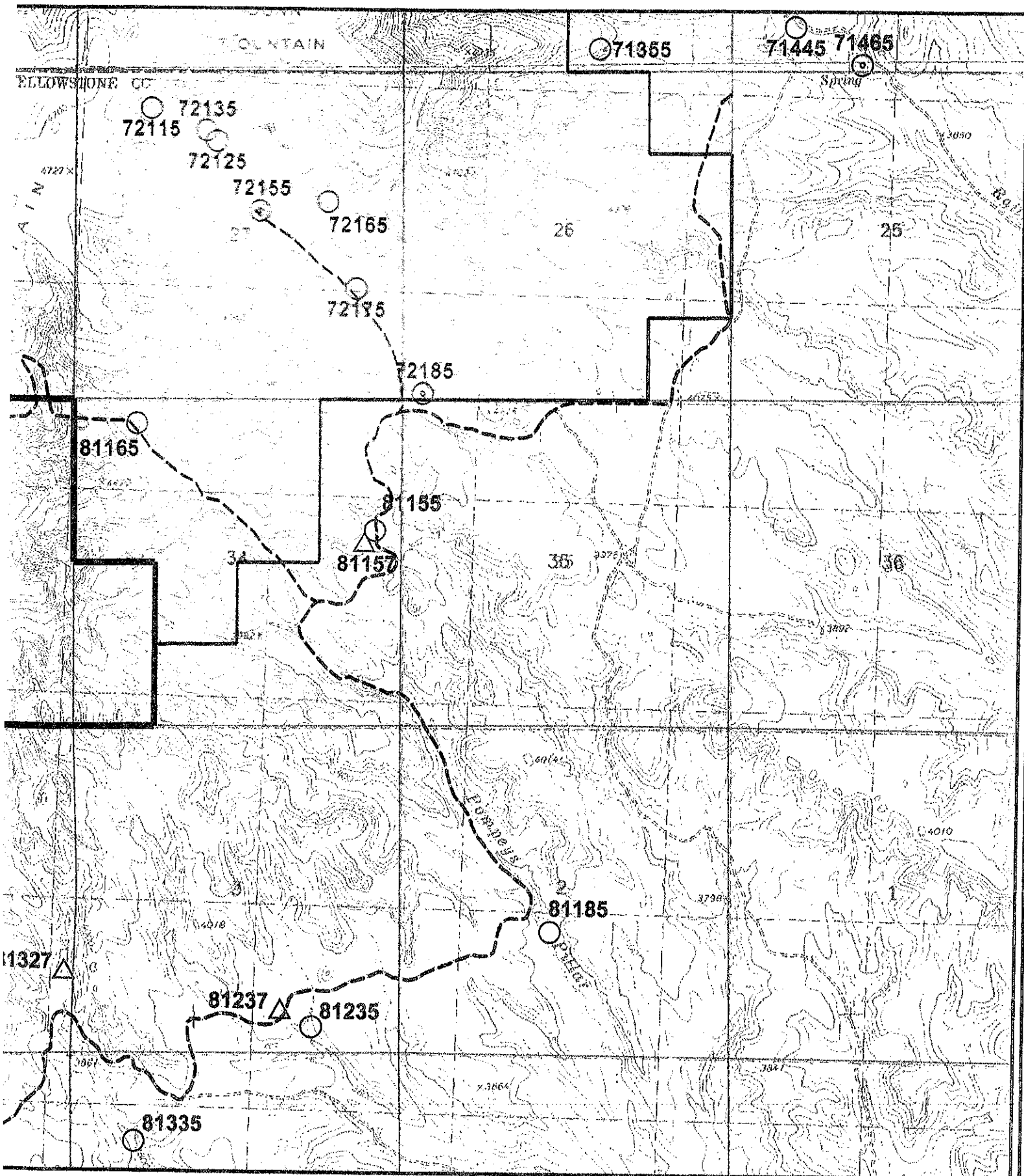


Exhibit B

- PERMIT BOUNDARY
- - - ACCESS ROAD
- ⊙ SURFACE WATER FEATURES

NAD 83
COI
SOURCE: TOPOGR.
SIGNAL MOUNT



1" = 2000 FEET

13

BULL MOUNTAINS

AMENDMENT #2 TO THE AGREEMENT BETWEEN ELLEN LOUISE PFISTER
AND SIGNAL PEAK ENERGY, LLC (fka BMP Investments, Inc. / Bull Mountain Coal
Mining, Inc.)

FOR ACCESS RIGHTS AND CONSTRUCTION ACTIVITIES ASSOCIATED WITH
INSTALLATION OF AN INTAKE AIR PORTAL, AND INSTALLATION AND
MONITORING OF SUBSIDENCE MONUMENTS.

This amendment (No. 2) to that agreement for access rights to Pfister Ranch effective June 30, 2003 is made and executed by and between ELLEN LOUISE PFISTER, Grantor, a married woman whose address is P.O. Box 330, Shepherd, Montana 59079, and SIGNAL PEAK ENERGY, LLC, a Delaware corporation, Grantee, whose address is 100 Portal Drive, Roundup, Montana, 59072, and is pursuant to said Agreement dated June 30, 2003.

The privileges granted by this Amendment will commence on September 17, 2010, except for the access granted by the grantor in e-mail dated July 19, 2010 allowing the Grantee to install the subsidence monitoring units prior to the formal execution of this agreement encompassing the various procedures desired by the Grantor. It is understood by the Grantee that its desired actions impinge on the surface estate of the Grantor in a manner that has not been contemplated heretofore, opening areas of her land to traffic and travel that will be harder to control and allowing more disturbance to cattle and wildlife, as well as opening a roadless area to heavy equipment travel, and that for these reasons the Grantor is a reluctant participant in assisting the Grantee in implementing safety measures to facilitate the ventilation of its mine and the safety of its employees.

Upon the execution of this agreement, Grantee will make the following scheduled damages payments to the Grantor under this amendment no.2 of environmental access agreement P-005:

- 1.) A one-time damages surface disturbance payment calculated as follows: Grantee [REDACTED] per vertical foot of highwall rock cut and removed from bedrock in excess of 15 feet above the bottom of the exit tunnel at the site of the intake air portal at the time of the construction of the air intake portal, which by calculation of the maps supplied by Grantee would be a payment [REDACTED] on date of execution of this amendment, unless Grantee can show otherwise;
- 2.) [REDACTED] for road access up the drainage of the Middle Fork of Pompey's Pillar Creek (currently a roadless area) to the Intake Air Portal constructed in 2010 at the head of the drainage on Section 4, T 5 N, R 27 E; which road distance is 246 rods as shown on the attached Exhibit C;
- 3.) [REDACTED] for road access to the Subsidence Monuments in Section 5, T 5 N, R 27 E and Sections 33, T 6 N, R 27 E on the south face of Dunn Mountain, which the Grantee has assured the Grantor will be accessed only by foot traffic

and 4 wheeler, as no trails currently exist in those areas, which road distance is 496 rods as shown on the attached Exhibit C;

The amounts due for Paragraphs 1, 2, and 3 above are calculated [REDACTED] and are paid at the time of execution of this agreement.

The following damages will be paid on an annual basis on the payment date established by Amendment No. 1 to the environmental Access Agreement P-005:

1.) An annual damages payment [REDACTED] for the area confined within the fence around the Intake Air Portal area. Said fence shall be constructed of fencing material adequate to exclude domestic and wild grazing animals and their young from the enclosure with a minimum height of six feet and which will enclose all perimeter drainage diversion ditches within the fence (each drainage ditch will exit the fence downstream in only one place), enclosing approximately 10 acres; the first payment on the enclosed area in the amount [REDACTED] will be due and payable on the anniversary date of amendment no. 1 to the current environmental access agreement P-005 commencing in 2011;

2.) In 2011, the access damages charge for the road from the 4 dam to the Air Intake Portal will [REDACTED] payable on the anniversary date of amendment No. 1 to environmental access agreement P-005.

3.) [REDACTED] for road or trail access to the Subsidence Monuments in Section 5, T5 N, R27 E and Section 33, T 6 N, R 27 E on the south face of Dunn Mountain, paid annually on the anniversary date of amendment No. 1 to environmental access agreement P-005 commencing in 2011. This annual payment will cease on the first anniversary date after the State of Montana releases the Grantee from its obligation to monitor the Subsidence Monuments covered in this agreement.

4.) A one-time surface disturbance payment [REDACTED] the time of final reclamation upon release of bond of the disturbed area by the Department of Environmental Quality.

Grantee will pay to Grantor on the anniversary date of Amendment No.1 to environmental access agreement P-005 payment of [REDACTED] damages for enclosure, a payment [REDACTED] for damages access to the subsidence monitoring sites and a payment of [REDACTED] for damages access up the Middle Fork of Pompey's Pillar Creek, totaling an annual payment of [REDACTED]

The damages payment for the Intake Air Portal and the various access roads permitted by this amendment will be in addition to the current annual damages payment of [REDACTED] and will continue until the third growing season after regrading, re-soiling, and permanent reseeding of the disturbed area, if the vegetative state looks healthy and thriving, and the grantor and the grantee agree to the cessation. If the parties cannot agree, they can ask

the Yellowstone County agent to assess the health of the revegetation and do hereby agree to abide by his decision. It is understood that this private agreement between the parties has no power or determination over the actions of the State of Montana in their bond release determinations. However, the grantee has filed a minor revision of the seed mix it wishes to plant under Section 17-24-313. Both the Permanent and Temporary seed mix it wishes to be allowed to use contain fringed sagewort. Grantor will not allow the use of fringed sagewort in either the temporary or permanent seeding mixes used in the Intake Air Portal area. All equipment brought in to construct the Intake Air Portal must be steam cleaned to remove noxious weed seeds.

The Intake Air Portal will be located in the E1/2 of the NW1/4 of the NE1/4, Section 4, Township 5 South, Range 27 East, Yellowstone County, Montana; a map of which is attached hereto as Exhibit "C".

The Grantor makes no warranties as to the safety or suitability of this property for the Grantee's purposes; nor can the Grantor guarantee any safety from flood, fire or landslides on this property or adjacent property; nor can the Grantor guarantee safety or immunity from the attention of livestock to the Grantee's property, personnel or equipment while on Grantor's property.

Signal Peak Energy, LLC will submit a minor revision to its current Bull Mountains Mine No. 1 permit (SMP 93017) for the construction and operation of the Intake Air Portal. All environmental rules and commitments stated in Signal Peak's mine permit SMP 93017 will be adhered to during the construction and operation of the Intake Air Portal. The portal will be closed, backfilled, re-soiled and re-vegetated according the terms and conditions of Sections 17.24.308 (Operations Plan) and 17.24.313 (Reclamation Plan) minus the planting of fringed sagewort of Sub-chapter 3 of the Montana Strip and Underground Mine Reclamation Act, as administered by the Montana Department of Environmental Quality, Industrial and Energy Minerals, Coal and Uranium section.

The access route to the subsidence monuments will continue to be used until monitoring of the subsidence monuments is no longer required by the State of Montana.

Any additional changes to the plans discussed between the Grantor and the Grantee caused by either the Mine Health and Safety Administration or the Montana Department of Environmental Quality which cause additional impacts on Grantor's lands will incur additional charges.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which becomes binding upon the day of the last party signing this Amendment.

BY: GRANTOR
ELLEN LOUISE PFISTER

BY: GRANTEE
SIGNAL PEAK ENERGY, LLC

Ellen Louise Pfister

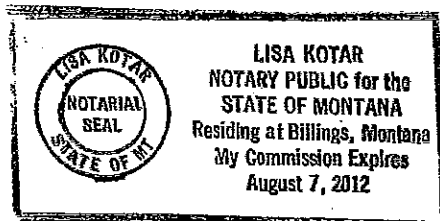
Robert Adams
Authorized Representative

Date: Sept 17, 2010

Date: 17 Sep 2010

STATE OF MONTANA)
 ss.
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on the 17th day of Sept, 2010.



Sign: [Signature]
Print Name: _____
Notary Public for State of Montana
Residing at: _____
My Commission expires: _____

AMENDMENT #3 TO THE DAMAGES AGREEMENT BETWEEN ELLEN LOUISE PFISTER AND SIGNAL PEAK ENERGY, LLC (fka BMP Investments, Inc. / Bull Mountain Coal Mining, Inc.)

This Amendment No. 3 to that agreement for access rights and payment for damages to Pfister Ranch is made and executed by and between ELLEN LOUISE PFISTER, Grantor, a married woman whose address is P.O. Box 330, Shepherd, Montana 59079, and SIGNAL PEAK ENERGY, LLC, a Delaware corporation, Grantee, whose address is 100 Portal Drive, Roundup, Montana, 59072, and is pursuant to said Agreement dated June 30, 2003.

The privileges granted by this Amendment will commence on May 2nd 2012 except that prior to the formal execution of this agreement encompassing the various procedures desired by the Grantee, represented to the Grantor as three pick-up loads of mine timbers, emergency access was verbally granted by the Grantor in July 2011 allowing the Grantee to transport roof control supplies, which morphed into more than thirty six by six loads of roof control supplies, severely damaging ranch road surfaces, and resulting in requests to use water from the Grantor's reservoirs for road dust control, and except that emergency access was verbally granted by the Grantor in December 1, 2011 allowing the Grantee to install emergency boreholes and to locate equipment for nitrogen injection into the mine atmosphere in order to allow Grantee to resume its operations in good standing with MSHA.

2R AIR PORTAL ACCESS. Access to the 2 R Air Portal location includes tanker truck supply of diesel fuel for the generator supplying electricity to the motorized fans in the airvent/escapeway, occasional maintenance truck access and occasional transport of mine equipment and supplies. Diesel storage facilities will comply with DEQ regulations, spill prevention and containment will be provided. Minimum diesel storage will be 8 days supply (4,000 gallons). Grantee will hold Grantor harmless from any resulting happenings because of the storage of Grantee's diesel fuel on Grantor's property. Duration of the 2R Air Portal is anticipated to be 5 years or less.

A new 2R Air Portal Access road will be constructed which will not be solely for air ventilation and emergency access to said portal as was represented to Grantor upon granting the privilege of portal construction in 2010. Construction of the new 2R Air Portal Access road will be commenced following consultation and agreement between Grantor and Grantee regarding road location, and construction details such as staking the route, surfacing of the route, crown of road, water bars, and culvert size. See attached Exhibit 1 for 2R Air Portal Access Road details. The right of way width which the Grantor hereby grants for 2R Air Portal Access Road is no more than 90 feet in width. No scoria or gravel can be mined from Grantor's property for the purpose of weatherizing this road. Road weatherizing materials must be weed free. Fly ash cannot be used to stabilize erosion or for any other purpose on Grantor's property. Grantee agrees to install a gate or cattleguard on 2R Air Portal Access Road and with fencing as may be necessary to prevent the mixing of cattle herds in the Mountain Pasture and the K. Henry Pasture.

Construction of 2R Air Portal Access Road is anticipated during the spring 2012 season. The existing access route to the 2R Air Portal will be reclaimed following construction of the new 2R Air Portal Access road. Reclamation of the existing access road is anticipated to commence during spring 2012 and may include additional seeding work during fall 2012. See attached Exhibit 2 for 2012 reclamation area locations. Additionally roads from the West line of Section 28, T 6 N, R 27 E and the road from the Northeast Corner of Section 31, T 6 N, R 27 East running south long the section line will be remediated in consultation with the Grantor at the same time to control erosion and water flow on the road, including rolling some berms back into the road and putting in water bars and drainage escapes where necessary.

SURFACE DISTURBANCE ASSOCIATED MINE RELATED ACTIVITIES.

Emergency installation of boreholes, equipment access roads, nitrogen generator site locations and disturbance associated with repair of subsidence cracks has been required to protect the miners from elevated carbon monoxide levels in the mine atmosphere. See attached Exhibit 1 for surface disturbance locations. The surface disturbance area will be reclaimed following removal of the emergency equipment and completion of subsidence crack repair. Reclamation is anticipated to commence during spring 2012 and may include additional seeding work during fall 2012.

Borehole pads, generator pads and crack repair disturbance will be reclaimed. Reclamation work is anticipated to commence during spring 2012 and may include additional seeding work during fall 2012. See attached Exhibit 2 for 2012 reclamation area locations.

There is to be no grading of the dyke at the spring fed dam or its overflow structure in Section 28, T 6 N, R 27 E. Any berms left in the overflow must be smoothed out in order not to create an obstruction in the operation of the overflow.

The flat grading which was done to the major ranch road in the K. Henry Pasture and the West end of the Mountain Pasture in the first weeks of February 2012 must be remedied to control erosion and water flow on the road, including rolling some berms back into the road and putting water bars and drainage escapes in where necessary. Grantee will not flat grade anywhere else on Grantor's property in the future.

Grantor will not allow any more overnight camping on her property by Signal Peak, its contractors or subcontractors.

Should Grantee cause pulverization of the road surfaces under this agreement to the extent that it did in the summer of 2011, any water brought in to suppress dust problems must come from the Grantee's property, and Grantee will be liable for any health problems caused Grantor's livestock due to dust inhalation.

RECLAMATION PROCEDURES AND STANDARDS.

According to NRCS determinations, most of the south face of Dunn Mountain (Red Bluff) is Shale Outcrop for which NRCS lists no plant communities; therefore, by the terms of this agreement, "appropriate vegetation" will be determined by the Grantee making an inventory of what is actually growing on the south face of Dunn Mountain (Red Bluff), selecting a variety of forbes, trees, and grasses to be established, and taking all efforts to establish a vegetative community of disturbed slopes including importing weed free topsoil, using straw matting secured to the face, and implementing techniques developed at the Jornada, New Mexico experiment station if necessary to finally establish a plant community on the disturbed areas including road cuts and fills and subsidence repair areas. (See Exhibit 3 attached hereto.)

Grantee will provide Grantor with a copy of the archeology study dealing with her private property.

FUTURE DISTURBANCE.

In the event that Grantee has another such emergency as the one that occurred December 1, 2011, then the Grantor will be contacted and plans will be agreed upon. Plans will be managed to minimize disturbance. Damage payment will be agreed upon between Grantor and Grantee.

All topsoil in the area where there are subsidence cracks to be filled will have to be salvaged before any crevice plugging work is begun. NO topsoil will be pushed down the cracks. Topsoil must be salvaged in all subsidence repair areas.

If the area in which 2R Air Portal Access Road is constructed proves to have high levels of selenium or other deleterious heavy metals which would be opened up to increased erosion, Grantee will place straw matting or other material to minimize erosion on the cuts above the road bed and the fills on the downstream side of the road.

Topsoil piles resulting from road construction or other activities will be stabilized to minimize erosion and not left to erode like the one at the Airvent/escapeway. Any merchantable trees encountered in the course of road construction as indicated on Exhibit 1 will be removed from the road construction area, including roots, if up-ended, and limbed. In the area designated for 2R air portal access road extension east of the airvent/escapeway, Grantee will route said extension on available old road right of way where possible and route it away from cattle drinking and lounging area. Tertiary roads are subject to reclamation as well as other roads. Any temporary road construction required for borehole or subsidence repair will be reclaimed as soon as these roads no longer serve their purpose.

If a borehole is required to be installed, the borehole will be cased and grouted to protect against interrupting or mixing underground aquifers. Grantee will recover borehole sites and plug boreholes as soon as these holes no longer serve their purpose.

Upon the execution of this amendment no.3 of environmental access agreement P-005, Grantee will make the following scheduled damage payments to the Grantor for 2R AIR PORTAL ACCESS and will make a damage payment for SURFACE DISTURBANCE ASSOCIATED MINE RELATED ACTIVITIES:

- 1.) [REDACTED] for 2011 new road disturbance to the 2R Air Portal at total distance of 1,019 rods. The total 2011 payment is [REDACTED]. The new road access disturbance is the result of mine equipment travel during July and August 2011. The road disturbance included unintentional pulverization of the road base soil. See the attached "Exhibit 1" for 2011 new road disturbance location details.
- 2.) [REDACTED] for 2012 new road disturbance to the 2R Air Portal at total distance of 895 rods. The total new road disturbance is 895 rods. The total 2012 payment is [REDACTED]. Plans are to construct this road during Spring 2012. See the attached "Exhibit 1" for new 2R Air Portal Access Road disturbance location details.
- 3.) [REDACTED] for the mine related activities surface area disturbance for 12.3 acres and a camping fee of [REDACTED] a night for 45 days. The total 2011-12 payment is [REDACTED]. See the attached "Exhibit 1" for disturbance location and camp site details.
- 4.) The amount due for Paragraph 1, 2 and 3 above will be [REDACTED] and paid at the time of execution of this agreement.

The following damages will be paid on an annual basis from the May 18, 2006 payment date established by Amendment No. 1 to the environmental Access Agreement P-005:

- 1) Amendment to Agreement for Access Rights to Conduct Hydrologic, Wetland and Wildlife Monitoring on Pfister Ranch for Coal Mine Permit #93017. See document executed May 18, 2006. [REDACTED] paid annually on the anniversary date of this amendment.
- 2) Amendment #2 to the Agreement Between Ellen Louise Pfister and Signal Peak Energy, LLC. See document executed September 17, 2010. [REDACTED] paid annually on the May 18, 2006 anniversary date of the above referenced Amendment.
- 3) Amendment #3 to the Agreement Between Ellen Louise Pfister and Signal Peak Energy, LLC. See document executed May 2nd 2012. [REDACTED] due at the time Amendment 3 is signed. The total 2012 payment is [REDACTED] including [REDACTED] payment due at the time Amendment 3 is signed and [REDACTED] payment due on May 18 anniversary date of the above referenced Amendments.
- 4) Commencing in 2013 the total annual payment is [REDACTED] paid annually on the May 18 anniversary date of the above referenced Amendments [REDACTED]. Beginning in 2013 Amendment 3 will remain at a charge of [REDACTED] and the annual payment for Amendment 3 will remain at [REDACTED].

The Grantor makes no warranties as to the safety or suitability of this property for the Grantee's purposes; nor can the Grantor guarantee any safety from flood, fire or landslides on this property or adjacent property; nor can the Grantor guarantee safety or immunity from the attention of livestock to the Grantee's property, personnel or equipment while on Grantor's property.

Any additional changes to the plans discussed between the Grantor and the Grantee caused by either the Mine Health and Safety Administration or the Montana Department of Environmental Quality which cause additional impacts on Grantor's lands will incur additional charges.

